BILL NO. S-89-07-29

SPECIAL ORDINANCE NO. S-115-89

AN ORDINANCE approving the awarding of Reference #1380 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and **KENNEY MACHINERY CORPORATION** for the Parks Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1380 between the City of Fort Wayne, by and through its Department of Purchasing and **KENNEY MACHINERY CORPORATION** for the Parks Department, respectfully for:

the purchase of two (2) plex greens mowers for the Park Department;

involving a total cost of Fifteen Thousand One Hundred Five and no/100 Dollars ($15,105.00), all as more particularly set forth in said Reference #1380 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

REF NO.: 1380

DEPT.: PARK DEPARTMENT

DATE: 7/18/89

ITEM/SERV.: TWO (2) TRI PLEX GREENS MOWERS

PURCHASING INFORMATION

ADVERTISED BID:YES

DATES ADVERTISED: 5/29 & 6/5

OPENING DATE: 6/22/89

WRITTEN QUOTE:

DUE DATE:

VERBAL QUOTE:

SINGLE SOURCE:

NO. OF VENDORS NOTIFIED: 7

NO. OF VENDORS RECEIVING BID PACKET: 2

NO. OF VENDORS RETURNING BID: 1

NO. OF VENDORS DISQUALIFIED:

NO. OF VENDORS NOT RESPONDING: 6

DATE SENT TO DEPT. FOR RECOMMENDATION: 6/23/89

DATE RECOMMENDATION REC'D IN PURCHASING: 7/18/89

DATE INFO SENT TO LAW DEPT.: 7/18/89

INTRODUCTION DATE: 7/25/89

DISCUSSION DATE: 8/1/89

PASSAGE DATE: 8/8/89

ORDINANCE NO.:

AMOUNT APPROVED AND/OR SPENT LAST YEAR:
(IF APPLICABLE)

REFERENCE NO. 1380
TWO RIDING MOWERS
PARK DEPARTMENT

DESCRIPTION	KENNEY MACH	INDIANA TURF
TOTAL COST	$17,028.00	NO BID
TRADE-IN	$5,000.00	
NET PRICE	$12,028.00	
FREIGHT	N/C	
WARRANTY	ONE YEAR	

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
219-427-1101

BID OPENING DATE: 6-22-89 @ 11:00 AM BID REFERENCE # 1380

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A. M., ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR TWO (2) TRIPLEX RIDING GREENS MOWERS

AND REQUESTED BY PARK DEPARTMENT.

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED ON THE THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ % IF PAID WITHIN _____ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255-0013. PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Kenney Machinery Corporation

STREET ADDRESS 8420 Zionsville Road

CITY Indianapolis, Indiana 46268

BY James F. Kenney PHONE (317) 872-4793
REPRESENTATIVE SIGNATURE

A.I.A. Document No. A-310 (February 1970 Ed.)

FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

FIREMAN'S FUND INSURANCE COMPANIES

BID BOND

Bond No. 1111 9119 532

KNOW ALL MEN BY THESE PRESENTS, that we, Kenney Machinery Corporation

as Principal, hereinafter called the Principal, and The American Insurance Company

a corporation duly organized under the laws of the State of New Jersey
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fort Wayne, Indiana

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Amount Bid----------
Dollars ($ -------5%-------)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for supply of Mowing Equipment.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of June A.D. 19 89

Shirley M. Adams
(Witness)

Kenney Machinery Corporation
(Principal) (Seal)

James E. Kenney President
(Title)

Deborah E. Johnson
(Witness)

The American Insurance Company
(Surety) (Seal)

Rochelle Bristow
Rochelle Bristow
Attorney in fact

GENERAL
POWER OF
ATTORNEY

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its principal office in the City of Parsippany, State of New Jersey, has made, constituted and appointed, and does by these presents make, constitute and appoint

MICHAEL M. BILL, EDWARD L. MOURNIGHAN and ROCHELLE BRISTOW
jointly or severally

INDIANAPOLIS, IN

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertaking, recognizances or other written obligations in the nature thereof ----------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VII, Sections 45 and 46 of By-laws of THE AMERICAN INSURANCE COMPANY now in full force and effect.

"Article VII. *Appointment and Authority of Resident Secretaries, Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.*

Section 45. *Appointment.* The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 46. *Authority.* The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 31st day of July, 1984, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 22nd day of November, 19 88.

THE AMERICAN INSURANCE COMPANY

By R. D. Farnsworth
Vice-President

STATE OF CALIFORNIA
COUNTY OF MARIN } ss.

On this 22nd day of November, 19 88, before me personally came R. D. Farnsworth, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.

OFFICIAL SEAL
J. M. VANDEVORT
NOTARY PUBLIC - CALIFORNIA
Principal Office in Marin County
My Commission Expires Aug. 28, 1992

J M Vandevort
Notary Public

CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF MARIN } ss.

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII, Sections 45 and 46 of the By-laws of the Corporation, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 22nd day of June, 19 89.

Lorette E. Crosby
Resident Assistant Secretary

360712 —TA—11-87

SCHEDULE

1. The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of $8514.00 @ x2=$17028.00 (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivere as follows:

Lawton Park, Fort Wayne, Indiana at no delivery charge

/__/ 2. LIQUIDATED DAMAGES PROVISION. It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the time spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the failure to perform is caused

PARKS AND RECREATION

FORT WAYNE, INDIANA

Item Number 1

Specifications for two (2) 1989 Triplex Riding Greens Mowers including all equipment listed as standard in the manufacturer's printed literature describing the greens mower unless such equipment is superceded by special equipment listed herein: Base unit is Toro Greensmaster 3000 with 8 blade cutting units with 4 bolt adjustment,full roller, and adjustable seat.

Freight: $ .00

Best Price: $ 8514.00 per unit, total of 2 units

Best Price is $17,028.00 (Base Uni

1.	Year	1989	
2.	Engine Specifications		
	Engine Model	Kohler M-165 Magnum or equivalent (Specify)	$ Kohler M-16S
	Type:	4 Cycle, single cylinder, air cooled	$ base unit meets
	Horsepower:	16 HP @ 3,600 RPM	$ base unit meets
	Starter:	12 Volt Bendix electric-solid state ignition; key start	$ base unit meets
	Battery:	12 Volt	$ base unit meets
	Fuel Tank:	7.5 gallon capacity or greater	$ base unit meets
	Fuel:	Unleaded grade gasoline	$ base unit meets
	Muffler:	Extra large capacity for quiet operation	$ base unit meets
3.	Vehicle Specifications		
	Wheels and Tires:	2-ply pneumatic tubeless (3 wheels demountable and interchangeable)	$ base unit meets
	Brakes:	Service: Automotive type on drive wheels	$ base unit meets
		Parking: Attached to service brake linkage, locks service brake in the engaged positions	$ base unit meets

Controls:	Individual reel controls to allow for a minimum right and left operation so outside units will operate separately	$ 127.00 option*
	Foot pedals to raise and lower cutting units with simultaneous reel disengagement and engagement. Single traction pedal control to provide various speed	$ base unit meets
Frame:	Welded steel tube construction	$ base unit meets
Mowing Speed:	0 to 3.8 MPH	$ base unit meets
Transport Speed:	0 to 7.0 MPH	$ 0 to 7.4mph
Reverse Speed:	0 to 1.9 MPH (in low speed)	$ base unit meets

4. Transmission

Traction Drive:	Hydraulic full differential action on each drive wheel	$base unit meets
Reel Control:	Individual for two outside mowers	$see controls above
Mower Lift:	Hydraulic	

5. Mower Specifications

Number & Size:	3 - 22" reels or equivalent; all reels interchangeable	$ 3 - 21"; base uni meets option$ 25.00 sectional
Rollers:	Weihle, front rollers	$112.00 cast
Reel Diameter:	5 inch	$base unit meets
Bed Knife Adjustment:	Single Point Adjustment	$ 200.00 option
Bed Knife Material:	Carbon steel - heat treated	$base unit meets
Height of Cut:	From 3/16 inch or less to 7/16 inch or more; with quick change adjustment*	HOC 3/32" to 11/16 $339.00 option (can not be used with groomer attachment *Quick height of cu
Number of Blades:	8 minimum; 9 preferred *Option 11 blade single point adjustment	$ base unit meets $255.00 option
Blade Material:	Carbon steel - heat treated	$ base unit meets
Cutting Frequency:	.30 inch or less	$ .25" 8 blade(bas .18" 11 blade(opt

	Grass Catcher:	Polyethylene basket for each reel mounted on frame independent of cutting unit	$ base unit meets
	Overall cutting width:	58 inch or greater	$ 59" base unit
	Suspension:	Independent suspension and pivot for each reel for even cutting on all contours to prevent scalping	$ Independent suspension on base un Do not meet on pivot of reels.

6. Weight and Dimensions: (Specify)

Weight (less operation, including fluids:
1100 pounds

Turning Radius: 34" to center

Uncut grass to centerline of tractor:
17" uncut grass

7. Warranty — All maintenance repair under warranty will be picked up and returned to the Park Department at no charge to the buyer. Submit all warranty statements. Warranty must be at least one year.

8. Other ** — Must conform to A.N.S.I. Safety standards
Two service manuals required
Operator should be able to see all three units in operation during use
Hour meter and ammeter gauges required

9. Delivery — Deliver to Lawton Park, Fort Wayne, IN

** 8. Other — Toro Greensmaster has an adjustable steering column.

10. Trade-in: (Option to buy back back at bid price)

One (1) Toro Greens Master 1982 (Foster Golf Course)

One (1) Toro Greens Master 1982 (Shoaff Golf Course)

$ 5000.00

Total Cost	$ 17028.00
Less Disc.	$ .00
Less Trade-in	$ 5000.00
Net Price	$ 12028.00 *

* Base unit plus options and alternates of your choice.

Alternates (Cost alternates for one Greens Mower)	Cost Difference
1. "Power" backlapping control	$ 350.00
2. Turf Groomer Reels - set of 3 - vertical knifes do not pass between the groves in the roller during operation	$1925.00
3. Interchangeable spare reel	$ 625.00 (8 blade) $ 640.00 (11blade)
4. One spare tire and rim	$ 55.00
5. Roller brush attachment for cleaning rear rollers	$ 75.00
6. Front brush attachment for penetrating grass, pick-up matted growth, and working top dressing into turf	$ 250.00
7. Reel spiking attachment	$1595.00
8. 3 vertical cut reel attachment assemblies	$1265.00

Delivery: Lawton Park, Fort Wayne, Indiana at no delivery charge

Warranty: One year limited warranty (please see enclosed statement)

The Toro Promise

A ONE YEAR LIMITED WARRANTY

The Toro Company promises to repair your TORO Product if defective in materials or workmanship. The following time periods from the date of purchase apply:

Commercial Products . . . . . 1 Year

The costs of parts and labor are included, but the customer pays the transportation costs on walk rotary mowers with cutting unit widths of less than 25".

If you feel your TORO product is defective and wish to rely on The Toro Promise, the following procedure is recommended:

1. Contact your Authorized TORO Distributor or Commercial Dealer (the Yellow Pages of your telephone directory is a good reference source).
2. The TORO Distributor or Commercial Dealer will advise you on the arrangements that can be made to inspect and repair your product.
3. The TORO Distributor or Commercial Dealer will inspect the product and advise you whether the product is defective and, if so, make all repairs necessary to correct the defect without an extra charge to you.

If for any reason you are dissatisfied with the distributor's analysis of the defect or the service performed, you may contact us.

Write:

TORO Commercial Products Service Department
8111 Lyndale Avenue South
Minneapolis, Minnesota 55420

The above remedy of product defects through repair by an Authorized TORO Distributor or Commercial Dealer is the purchaser's sole remedy for any defect.

THERE IS NO OTHER EXPRESS WARRANTY. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This Warranty applies only to parts or components which are defective and does not cover repairs necessary due to normal wear, misuse, accidents, or lack of proper maintenance. Regular, routine maintenance of the unit to keep it in proper condition is the responsibility of the owner.

All warranty repairs reimbursable under the Toro Promise must be performed by an Authorized TORO Commercial Dealer or Distributor using Toro approved replacement parts.

Repairs or attempted repairs by anyone other than an Authorized TORO Distributor or Commercial Dealer are not reimbursable under the Toro Promise. In addition, these unauthorized repair attempts may result in additional malfunctions, the correction of which is not covered by warranty.

THE TORO COMPANY IS NOT LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE USE OF THE PRODUCT INCLUDING ANY COST OR EXPENSE OF PROVIDING SUBSTITUTE EQUIPMENT OR SERVICE DURING PERIODS OF MALFUNCTION OR NON-USE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

COUNTRIES OTHER THAN THE UNITED STATES OR CANADA

Customers who have purchased TORO products exported from the United States or Canada should contact their TORO Distributor (Dealer) to obtain guarantee policies for your country, province or state. If for any reason you are dissatisfied with your Distributor's service or have difficulty obtaining guarantee information, contact the TORO importer. If all other remedies fail, you may contact us at The Toro Company.

Compliance with Radio Interference Regulations Certified.
Certifie Conforme au Reglement sur le Brouillage Radioelectrique.

Litho in U.S.A.

SPECIFICATIONS QUESTIONNAIRE

Bidders Proposal - To Be Completed by Bidder

1. Year: 1989 Make: Toro Model: Greensmaster 3000

2. Engine Specifications: Kohler Model M16S Magnum, 4 cycle, air cooled, 16ph@ 3000 rpm, 35.90 cu. in. displacement. Electric start. Heavy duty cast iron block. Mechanical fuel pump, large capacity dual element air cleaner, 2.5 qt. oil capacity.

3. Vehicle Specifications: 3-wheeled w/ 2 frt. & 1 rear, frame is a welded, steel tube construction. automotive type brakes, parking brake, foot controls to raise and lower reels. Mowing speed 0-3.8 mph, Transport speed 0-7mph, reverse speed 0-1.9mph

4. Transmission: Traction direct driven hydraulic pump through directional stack control valve, 5 spools, and gear motros which directly drive the front two wheels. Foot pedal forward/reverse infinitely variable.

5. Mower Specifications: 3-21" reelsx5" diameter, HOC 3/32" - 11/16", high carbon steel blades, single edged high carbon steel bedknife, 3 polyethylene baskets, width of cut 59", clip frequency .25" base unit. 8 blade reels base unit

6. Weight and Dimensions: 1100 lbs., width of cut 59", wheel tread width 49.5" wheel base 45.5", length 87.5", width 69.75", Height 50.25"

7. Warranty: One year limited warranty

8. Other: Toro greensmaster has an adjustable steering colum.

9. Delivery: Lawton Park, Fort Wayne, IN FOB

10. Trade-in: One Toro Greensmaster '82, One Toro Greensmaster '82.

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: June 2, 1989

1. Governmental Unit: City of Fort Wayne, Allen County, Indiana
2. County: Allen County
3. Bidder (Firm): Kenney Machinery Corporation
   Address: 8420 Zionsville Road
   City/State: Indianapolis, Indiana 46268
4. Telephone Number: (317) 872-4793
5. Agent of Bidder (If applicable): John L. Morris, Sales Manager

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

John L Morris
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Kenney Machinery Corporation
Bidder (Firm)

John L Morris
Signature of Bidder or Agent

Subscribed and sworn to before me this 20th day of June, 1989.

My Commission Expires: 1-12-90

County of Residence: Marion

Monica Uehrman
Notary Public

MONICA UEHRMAN
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

Kenney Machinery Corporation
Indpls. IN 46268

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
Mower	2	ea	Base Unit consist of: Toro Greensmaster 3000 with 3 eight blade 4-bolt adjustment cutting units, full roller and adjustable seat.	$8514.00	$17028.00
Options per Unit:					
Section 3	1	ea	Reel controls		127.00
Section 5	1	set	sectional weihle		25.00
	1	set	cast weihle		112.00
	1	kit	Single point adjustment		200.00
	1	kit	Quick height of cut kit (Not compatible with groomer)		339.00
	1	set	11 blade reels		255.00
Alternates per Unit:					
1.	1	ea	Power backlapping		350.00
2.	1	set	Groomer Reels		1925.00
3.	1	ea	a. spare 8 blade reel		625.00
			b. spare 11 blade reel		640.00
4.	1	ea	spare tire and rim		55.00
5.	1	ea	roller brush attachment		75.00
6.	1	ea	front brush attachment		250.00
7.	1	set	reel spiking attachment		1595.00
8.	1	set(3)	vertical cut reel attachment		1265.00

ATTACHMENT C

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Kenney Machinery Corporation _____, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Kenney Machinery Corporation _____, that Kenney Machinery Corporation does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 20th day of JUNE, 1989.

Monica Lehman

John L. Morris
John L. Morris, Kenney Machinery Corporation
(Name of Bidder/Vendor)

John L. Morris Commercial Sales Manager
(Name and Title of Person Signing)

INDIANA TURF EQUIPMENT CORP.
6810 GUION RD.
P. O. BOX 68593
INDIANAPOLIS, INDIANA 46268
PHONE 1 — 317 — 291-2280

DATE: 6/19/89

SUBJECT: Quote

TO: City of Ft. Wayne
Dept. of Purchases
One Main St.
Ft. Wayne, IN 46802

PLEASE REPLY:

- ☐ URGENT
- ☐ AS SOON AS POSSIBLE
- ☐ NO REPLY NECESSARY

Thank you for the opportunity to quote - if you would like to know why we did not bid our competitor's machine, please call.

Dan Gamble
Sales Manager

REPLY TO:

SIGNED: DATE:

RECIPIENT — REPLY AND RETAIN THIS COPY. DETACH AND RETURN PINK COPY TO SENDER.

Read the first time in full and on motion by Sandquist, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on _____ (and the City Plan Commission for ~~recommendation~~) and ~~Public~~ Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____ .M.,E.S.T.

DATED: 7-25-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bradbury, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7			2
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA				✓
HENRY				✓
LONG	✓			
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 8-8-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. R-115-89

on the 8th day of August, 1989,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of August, 1989, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of August, 1989, at the hour of 3:15 o'clock P.M.,E.S.T.

P. Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

S-89-07-29

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 1380 for two (2) tri plex greens mowers for the Park Department. The cost reflects the most responsible vendor.

EFFECT OF PASSAGE: To replace and update older existing equipment.

EFFECT OF NON-PASSAGE: Courses cannot be maintained properly causing loss of revenue.

MONIES INVOLVED: Kenney Machinery $15,105.00

PRICE AGREEMENT:

PURCHASE ORDER: Yes

SOURCE OF FUNDING: Park Department
322-121-PKBD-4444

PRIOR APPROVAL:
(IF APPLICABLE)

DATE:

BILL NO. S-89-07-29

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GiaQUINTA, CHAIRMAN
THOMAS C. HENRY, VICE CHAIRMAN
BRADBURY, SCHMIDT, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the awarding of Reference #1380 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and KENNEY MACHINERY CORPORATION for the Parks Department

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Janet G. Bradbury			

DATED: 8-8-89

Sandra E. Kennedy
City Clerk